PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AirMedia, Inc.	08/24/1999

RECEIVING PARTY DATA

Name:	Wireless Internet, Inc.
Street Address:	11 EAST 26TH STREET
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11409396

CORRESPONDENCE DATA

Fax Number: (805)230-1355

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8052301350

Email: nabeloe@socalip.com

Correspondent Name: SoCal IP Law Group LLP

Address Line 1: 310 N. Westlake Blvd.

Address Line 2: Suite 120

Address Line 4: Westlake Village, CALIFORNIA 91362

ATTORNEY DOCKET NUMBER: \$057-P10944US #3

NAME OF SUBMITTER: Nicole M. Abeloe

Total Attachments: 3

source=3 - AirMedia to Wireless Internet#page1.tif source=3 - AirMedia to Wireless Internet#page2.tif

PATENT 501342376 REEL: 025325 FRAME: 0433

OP \$40.00 11409396

source=3 - AirMedia to Wireless Internet#page3.tif

PATENT REEL: 025325 FRAME: 0434

Attorney Docket No. 031993.0002

ASSIGNMENT

WHEREAS, AIRMEDIA, INC., a corporation organized under the laws of the State of New York, having a principal place of business at 11 East 26th Street – 16th Floor, New York, New York 10010 (hereinafter referred to as the ASSIGNOR), is the sole owner of all right, title and interest in and to the improvements comprehended by the invention entitled:

"System and Method for Transmission of Data"

and as describ	ped in:
	U.S. patent application executed on even date herewith.
_	U.S. patent application executed
<u>X</u>	U.S. application Serial No. 08/788,613 filed January 24, 1997.
 -	U.S. Letters Patent No issued,
by virtue of a	written assignment from EX MACHINA, INC. to AIRMEDIA, INC.
	executed on even date herewith.
_	executed on
<u>X</u>	recorded in the U.S. Patent and Trademark Office on February 2, 1998, at Reel 8953, Frame 0662.
•	WHEREAS, WIRELESS INTERNET, INC., (hereinafter referred to as the

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has assigned, sold, transferred, quitclaimed, released and set over and by these presents does assign, sell, transfer, quitclaim, release and set over unto ASSIGNEE any and all right, title and interest whatsoever it now has or may have in and to (a) said invention and

ASSIGNEE), a corporation organized under the laws of the State of Delaware, U.S.A., having a place of business at 11 East 26th Street-16th Floor, New York, New York 10010, is desirous of acquiring all Letters Patent and applications comprehending said invention and improvements:

worldwide rights therein; (b) any patent application named above, including all divisions, continuations and substitutions thereof; and (c) any Letters Patent named above and all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions therefor, for the United States, its territories and possessions and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this assignment not been made.

ASSIGNOR covenants and agrees that it will, at any time upon the request and at the expense of ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) secure Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

ASSIGNOR represents and covenants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention, patent application, or Letters Patent has been or will be made or entered into which would conflict with this assignment and sale, except as follows:

- NONE -

The parties hereto hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on any application named above and each division, continuation, substitution, reissue, renewal or extension thereof to ASSIGNEE, its successors and assigns.

IN TESTIMONY WHEREOF, I have duly executed this Assignment this $\frac{24}{}$ day of August, 1999.

AIRMEDIA, INC.

Ву: (___)

Brenda Jaeck Chief Financial Officer COUNTY OF Lugs

On this 24 day of August, 1999, before me, appeared Brenda Jaeck, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the Assignment as set forth above and acknowledged to me that she executed the same individually and on behalf of for the purposes and consideration therein expressed, and that she is authorized by the bylaws of said corporation or a resolution of its board of directors to execute said Assignment.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 / day of August,

1999.

Notary Public, State of New York

SEAL

Printed or Typed Name of Notary

My commission expires:

August 03, 2000

#259022

-3-